



Linda S. Adams
Secretary for
Environmental
Protection

California Regional Water Quality Control Board Central Valley Region

Robert Schneider, Chair



Arnold
Schwarzenegger
Governor

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August 25, 2006

Amy F. Lerseth, Senior Vice President
Buzz Oates Real Estate
8615 Elder Creek Road
Sacramento, CA 95828

COVENANT TO RESTRICT USE OF PROPERTY; 710 RIVERPOINT COURT, WEST SACRAMENTO; YOLO COUNTY

Enclosed is the executed covenant to restrict the use of the property at 710 Riverpoint Court in West Sacramento, Yolo County. The covenant must now be recorded with the County.

Thank you for your efforts in getting this environmental restriction finalized. If you have any further questions, please contact me at 916-464-4712 or by email at daustin@waterboards.ca.gov.

Duncan A. Austin, P.E.
Chief, Private Sites Cleanup Unit

cc: Ladd Cahoon, Esq.
Law Office of John D. Edgcomb
115 Sansome Street, Suite 805
San Francisco, CA 94104

Frances McChesney, SWRCB

California Environmental Protection Agency

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

Ranbo-Riverpoint, LLC
c/o Buzz Oates Companies
8615 Elder Creek Road
Sacramento, CA 95828

RECEIVED
SACRAMENTO
CYRWOOD

APR 18 PM 4:21

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

Re: Yolo County Assesor's Parcel number 014-793-010, also known
as 710 Riverpoint Court, in the City of West Sacramento,
California

This Covenant and Agreement ("Covenant") is made by and between RANBO-RIVERPOINT, LLC, a California limited liability company (the "Covenantor"), the current owner of property situated in West Sacramento, County of Yolo, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"), and the California Regional Water Quality Control Board, Central Valley Region (the "Water Board"). Pursuant to Civil Code section 1471, the Water Board has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code ("H&SC") section 25260 and waste as defined in the Water Code section 13050. The Covenantor and the Water Board, collectively referred to as the "Parties", hereby agree that the use of the Property be restricted as set forth in this Covenant.

ARTICLE I
STATEMENT OF FACTS

1.01. The Property is described in Exhibit "A" attached hereto and incorporated herein by this reference and is more specifically described as Yolo County Assessor's Parcel number 014-793-010, also known as 710 Riverpoint Court, in the City of West Sacramento, California.

1.02. A limited portion of the Property, as shown on Exhibit "B" is impacted by lead waste (the "Impacted Portion of the Property").

1.03. Soil at the Impacted Portion of the Property was contaminated by the past operation of a lead battery recycling facility formerly located on the Property and the parcel that is adjacent to the western boundary of the Property ("Adjacent Property"). The Impacted Portion of the Property overlies an area on the Property and the Adjacent Property, that contained buried battery wastes, consisting of battery casings and debris that, in total, was buried from a few inches to 4.5 feet deep and covering an area approximately 150 feet wide by 530 feet long ("Affected Area"). Most of the approximately 530-foot long Affected Area is located on the Adjacent Property. A small portion of the Affected Area is located on the Property in the area shown on the drawing attached hereto and incorporated herein as Exhibit "B." In 1989, under the oversight of the Water Board, approximately 500 cubic yards of waste material was removed, treated and replaced. The purpose of the remediation process was to reduce the level of soluble lead in the soils to below 5 parts-per-million. The treatment consisted of "fixing" the lead by saturating the excavated soil with a sodium-potassium silicate mixture and then applying a cementing agent. The soil was then tested for soluble

lead levels and, after meeting the cleanup criterion, returned to the excavation.

1.04 After treatment to make the lead in the soils less soluble and thereby protect the underlying groundwater from lead contamination, the treated soil in the Impacted Portion of the Property still contained concentrations of total lead (not soluble) in excess of 1000 parts-per-million. Residential or commercial exposure to soils containing lead at those levels could result in adverse health effects to those exposed. The restrictions set forth in Article VI of this Covenant to Restrict Use of Property are necessary to prevent human exposure to the lead-contaminated soils at the Property.

1.05 Three (3) groundwater monitoring wells were installed in proximity to the Affected Area and groundwater was monitored from 1991 to 1995. Groundwater was encountered at a depth of between 10 and 15 feet below ground surface. Dissolved lead was not detected in the groundwater above the detection level of between 2 and 40 micrograms per liter. Ground water monitoring was discontinued, with Water Board concurrence, in 1995.

ARTICLE II

DEFINITIONS

2.01. Water Board. "Water Board" means the California Central Valley Regional Water Quality Control Board and includes its successor agencies, if any.

2.02. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

2.03. Occupant. "Occupant" means Owners and any person or

entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.04 Property. The Property is described in Exhibit "A" attached hereto and incorporated herein by this reference, and is more specifically described as Yolo County Assessor's Parcel number 014-793-010, also known as 710 Riverpoint Court, in the City of West Sacramento, California. Notwithstanding the foregoing, if the boundary lines of the parcel which constitutes the Property are legally adjusted in the future, then following such adjustment, this Covenant shall be deemed to encumber only the parcel(s) that contain all or any portion of the Impacted Portion of the Property.

ARTICLE III

GENERAL PROVISIONS

3.01. Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Water Board, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof. Each and all of the Restrictions are enforceable by the Water Board and by the Owner.

3.02. Binding upon Owners/Occupants. This Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471(b), all successive owners of the Property are expressly bound hereby for the benefit of the Water Board, and for the benefit of Owner.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease or sublease of the Property, or any portion thereof, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee notice that hazardous substances are located on or beneath the Impacted Portion of the Property. Giving a copy of this Covenant to such buyer or lessee would satisfy the notice requirements of this Section 3.03.

3.04. Incorporation into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference in each and all deeds and leases for any portion of the Property which are entered into on or after the date this Covenant is recorded in the Official Records of Yolo County, California.

3.05. Conveyance of Property. Not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances, and excluding transfers to affiliated parties), the new Owner shall provide to the Water Board notice of such conveyance. The Water Board shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

ARTICLE IV RESTRICTIONS

4.01. Prohibited Uses. The Impacted Portion of the Property shall not be used for any of the following purposes:

- (a) A residence, including any mobile home or factory-built housing, constructed or installed for use as residential human habitation.
- (b) A hospital for humans.
- (c) A public or private school for persons under

21 years of age.

- (d) A day care center for children.

Pavement areas (e.g., parking lot) in association with the above-listed uses are excepted from the above prohibition.

4.02. Soil Management.

- (a) No activities that will disturb the soil at the Impacted Portion of the Property (e.g., excavation, grading, removal, trenching, filling, earth movement or mining) shall be allowed without a Soil Management Plan and a Health and Safety Plan approved by the Water Board.
- (b) Any contaminated soils brought to the surface at the Impacted Portion of the Property by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.
- (c) The Owner shall provide the Water Board written notice at least fourteen (14) days prior to any building, filling, grading, mining or excavating in the Impacted Portion of the Property.

4.03 Access for Water Board. The Water Board shall have reasonable right of entry and access on and across any drive aisles and parking areas for access across the Property to the Impacted Portion of the Property, and the reasonable right of entry and access on and across drive aisles, parking areas and landscaped areas within the Impacted Portion of the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Water Board in order to protect the public health or safety, or the environment.

ARTICLE V

ENFORCEMENT

5.01. Enforcement. Failure of the Covenantor, Owner or Occupant to materially comply with any of the Restrictions specifically applicable to it within sixty (60) days after its receipt of written notice from the Water Board that describes a violation of the Restrictions shall be grounds for the Water Board to require that the Covenantor or Owner modify or remove any improvements ("Improvements" herein shall mean all buildings, roads, driveways, and paved parking areas) constructed or placed upon any portion of the Impacted Portion of the Property in violation of the Restrictions. Any material violation of this Covenant which is not cured within sixty (60) days after the Covenantor or Owner's receipt of written notice from the Water Board that describes the violation of this Covenant shall be grounds for the Water Board to file administrative and/or civil or criminal actions as provided by law.

Nothing in this Covenant shall limit the Water Board's authority under Division 7 (commencing with section 13000) of the Water Code or other applicable laws.

ARTICLE VI

VARIANCE, TERMINATION, AND TERM

6.01. Variance. Covenantor, or any other aggrieved person, may apply to the Water Board for a written variance from the provisions of this Covenant as they apply to all or any portion of the Property.

6.02 Termination. Covenantor, or any other aggrieved person, may apply to the Water Board for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property.

6.03 Term. Unless ended in accordance with the Termination paragraph above, by law, or by the Water Board in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII
MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02. Water Board References. All references to the Water Board include successor agencies/Water Boards or other successor entity.

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Yolo within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

Ranbo-Riverpoint, LLC
c/o Buzz Oates Companies
Attention: Legal Department
8615 Elder Creek Road
Sacramento, CA 95828

Central Valley Regional Water Quality Control Board
Attn: Cleanup Section Supervisor
11020 Sun Center Drive, #200
Rancho Cordova, CA 95670

It shall be the responsibility of the person giving notice to verify that the above address is current for the Water Board or successor agency. From and after the date on which any party acquires record fee title to the Property, then all notices and demands which are required or permitted to be given to the Covenantor and/or the Owner under this Covenant shall be addressed to such Owner at the address for the mailing of property tax statements for the Property as shown in the records of the Yolo County Assessor's Office, or to such other place as such Owner may from time to time designate by written notice to the Water Board in accordance with this Section 7.04.

7.05. Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

7.06 Statutory References. All statutory references include successor provisions.


IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: RANBO RIVERPOINT, LLC, a California limited liability company

By: Buzz Oates Enterprises II, a California general

partnership, Its Manager

By:


Marvin L. Oates, as Co-Trustee of the Marvin L.
Oates Trust Dated March 7, 1995, as amended

Its: General Partner

Date:

7/13/04

By: Ramco Enterprises, Inc., a California corporation,
Its Manager

By:


Frank Ramos, President

Date:

July 13, 2006

Water Board:

By:



Pamela Creedon, Executive Officer

Date:

July 31, 2006

STATE OF California)

COUNTY OF Sacramento)

On this 15th day of July, in the year 2006,

before me Katherine H. Pease, Notary Public, personally appeared

Marvin L. Oates,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is /are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature Katherine H. Pease

STATE OF CALIFORNIA)
COUNTY OF Sacramento)

On July 13, 2006, before me, the undersigned, a notary public for the state,
personally appeared Frank Ranas.

9 personally known to me - OR -
9 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.

Marlene Jean Fox

Print Name MARLENE JEAN FOX



NOTARY SEAL

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, the undersigned, a notary public for the state,
personally appeared _____.

9 personally known to me - OR -
9 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.

Print Name _____

NOTARY SEAL

EXHIBIT A
LEGAL DESCRIPTION
APN 014-793-10

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF YOLO, CITY OF WEST SACRAMENTO, AND IS DESCRIBED AS FOLLOWS:

BEING A PARCEL OF LAND SITUATE IN THE CITY OF WEST SACRAMENTO, COUNTY OF YOLO, STATE OF CALIFORNIA AND ALSO BEING ALL OF PARCEL 12 AND A PORTION OF PARCEL 13 AS SAID PARCELS ARE SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP NO. 3866" FILED IN BOOK 10 OF PARCEL MAPS, AT PAGE 68, YOLO COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF PARCEL 12 AS SAID PARCEL IS SHOWN ON SAID MAP; THENCE FROM LAST SAID CORNER ALONG THE EASTERLY RIGHT OF WAY LINE OF RIVERPOINT CIRCLE AS SAID CIRCLE IS SHOWN ON SAID MAP, ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 682.00 FEET THROUGH A CENTRAL ANGLE OF 51 DEGREES, 02' 55" FOR AN ARC LENGTH OF 607.64 FEET; THENCE CONTINUING NORTH 14 DEGREES, 26' 18" EAST 163.03 FEET TO A POINT; THENCE FROM LAST SAID POINT LEAVING SAID RIGHT OF WAY LINE IN A SOUTHEASTERLY DIRECTION SOUTH 76 DEGREES, 01' 42" EAST 375.01 FEET TO A POINT ON THE EASTERLY LINE OF PARCEL 13 AS SAID PARCEL IS SHOWN ON SAID MAP; THENCE FROM LAST SAID POINT ALONG SAID EASTERLY LINE OF SAID PARCEL 13 AND PARCEL 12, NORTH 13 DEGREES, 58' 18" WEST 810.18 FEET TO A SOUTHEASTERLY CORNER OF SAID PARCEL 12; THENCE ALONG THE SOUTHERLY LINES OF SAID PARCEL 12 THE FOLLOWING FIVE (5) COURSES: SOUTH 73 DEGREES, 48' 03" WEST 153.17 FEET; SOUTH 16 DEGREES, 11' 57" EAST 41.00 FEET, SOUTH 73 DEGREES, 48' 03" WEST 204.00 FEET, NORTH 16 DEGREES, 11' 57" WEST 8.90 FEET AND SOUTH 73 DEGREES, 48' 03" WEST 70.00 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL 12; THENCE FROM LAST SAID CORNER ALONG THE WESTERLY LINE OF SAID PARCEL 12, NORTH 23 DEGREES, 52' 36" WEST 457.56 FEET TO THE POINT OF BEGINNING.

FURTHER DESCRIBED AS PARCEL "A" ON THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 5, 2004, INSTRUMENT NO. 2004-0004642, OFFICIAL RECORDS.

EXCEPTING THEREFROM A PORTION UNTO DAVID J. ELLIOT AND BONNIE JEANNE ELLIOT, HIS WIFE, AS JOINT TENANTS ALL OIL, GAS, SULFUR AND OTHER MINERAL AND HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, VERTICALLY FROM THE SURFACE THEREOF, BUT EXCLUDING THEREFROM, ALL RIGHTS IN AND TO THE SURFACE AND THE SUBSURFACE DOWN TO A DEPTH OF 500 FEET, AS EXCEPTED IN DEED FROM ROSE ORCHARD CORPORATION, A CALIFORNIA CORPPORATION, ET AL., RECORDED SEPTEMBER 16, 1983 IN BOOK 1604 OF OFFICIAL RECORDS, PAGE 71, YOLO COUNTY RECORDS.

ASSESSOR'S PARCEL NUMBER: 014-793-10 FORMERLY 014-640-86

MAP

